

ROUTING AND TRANSMITTAL SLIP		Date
		20 July 1983
TO: (Name, office symbol, room number, building, Agency/Post)		Initials Date
1. ADDA 7D24 Hqs	Ed/DDA	21 JUL 1983
2. DDA		22 JUL 1983
3.		
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Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
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Coordination	Justify	

REMARKS

Jim:

DD/A Registry

83-1891

Per our conversation, here is a copy of the GSA proposed Delegation of Authority for the powerhouse which is being circulated among key GSA officers only. No copies have been officially provided to the Agency as of today. The agreement contains a lot of things with which we disagree, but it is a point of beginning and demonstrates that they are not totally opposed to the idea.

A long way to go on this!

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg
Daniel C. King	
Director of Logistics	Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

DELEGATION OF AUTHORITY

FOIA REGISTRY
FILE: 45-1

FROM: THE ADMINISTRATOR OF THE GENERAL SERVICES ADMINISTRATION

TO: THE DIRECTOR OF THE CENTRAL INTELLIGENCE AGENCY

1. Authority:

Under Section 205 (d) Federal Property and Administrative Services Act of 1949, as amended, the Administrator of General Services Administration (GSA) hereby delegated and authorizes successive redelegation of authorities identified herein within stated limitations to the Director of the Central Intelligence Agency (CIA). 5 X

2. Authorities Delegated:

- a. Authorities vested in the Administrator by Reorganization Plan No. 18 of 1950, the Federal Property and Administrative Services Act of 1949, the Public Buildings Act of 1959, and the Buildings Amendment of 1972, to perform functions with respect to the operation, maintenance, repair, preservation, alteration, furnishing, equipment and custody of the buildings identified in Section b of this paragraph are delegated without limitation except as specified herein or required by law, executive order or regulations promulgated pursuant to law. X

b. Building:

Power Plant Complex
CIA Headquarters Facility
McLean, Virginia 22101

Building Number: VA0136BF

The ~~building~~ ^{complex} is defined as follows: X

- (1) All structures and equipment located within the complex fence. Y
- (2) All incoming utilities to the ~~compound~~ ^{complex}. X
- (3) All utilities from (or to) the complex up to and including the first shutoff device (circuit breaker, disconnect, valve etc.) and its controls, if any, in the buildings served by the Power Plant complex. X

3. Limitations:

a. Assignment and Utilization of Facilities:

- (1) CIA shall not relocate any fence or structure that will change the scope of this delegation. y
- (2) GSA reserves the right to make periodic plant complex inspections and/or surveys, and will provide CIA with prior maintenance and repair notification. CIA will make all plant complex records, including financial records, available to GSA. x
- (3) CIA will be responsible for keeping log sheets and other records that document the operation and performance of systems (such as plant log books, water treatment records, and log sheets). x

b. Repairs and Alterations:

- (1) CIA will provide the GSA Arlington District Manager with a quarterly report of the value of all projects, valued up to \$25,000, completed in the Power Plant Complex during the previous quarter.
- (2) Work having an estimated value over \$25,000 must have prior review and approval by GSA. x
 - (a) The request for review of the project and approval will be submitted to the Arlington District Manager, who in turn will coordinate with appropriate GSA offices. x
 - (b) Receipt of the request must be acknowledged in writing by the Arlington District Manager. x

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- (c) The request must be acted on by the GSA within 30 calendar days after receipt or CIA may proceed as though approval has been issued unless a technical review is either required by GSA or requested by CIA. If so, GSA will notify CIA within the first 30 days and will inform CIA of the survey results within 60 days of the initial receipt by GSA or CIA may proceed with the work. λ
- (d) If the request is denied, CIA may appeal to the Assistant Regional Administrator for Buildings and Real Property, National Capital Region (NCR), who shall have final authority to approve or deny the request. λ
- (3) CIA will submit all foreseeable or required projects without regard to dollar value to GSA for annual budgetary programming, except for CIA funded projects. λ
- (4) CIA and GSA will conduct an inspection of the buildings just prior to execution of this agreement. CIA will accept the plant in the "as is" condition and GSA shall not be required to correct deficiencies. GSA may inspect the buildings during the term of this delegation. Any deficiencies beyond those existing on the effective day of the delegation found during inspections conducted subsequent to the execution of this agreement will be brought to the ~~Department's~~ attention of CIA λ for correction by CIA. CIA will be responsible for the cost and timely performance of modifications or corrections to work undertaken by CIA, if GSA determines such work is necessary to maintain the integrity or efficient or reliable operation of plant complex systems and materials. Those items which are part of the complex, but not included in Appendix A, and which will be inspected as part of the joint walk-through, shall be positively identified by serial number, photograph, etc.. and these will be included in the report on the condition of the building. λ

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(5) ^{If} CIA identifies a workload in excess of \$500,000, it will request GSA to submit a prospectus to the Congress in accordance with the Public Buildings Act of 1959. CIA will be required to maintain accumulative cost records, excluding cyclical painting, for all repair and alterations projects and coordinate with GSA in order to ensure that joint expenditures do not exceed the \$500,000, prospectus limitation. X x

(6) GSA will complete all work in progress on the effective date of the delegation and turn the results over to CIA and GSA will establish responsibility for completion of any design work in progress before or initiated between the date of this agreement and its effective date. Design and construction work under contract will be completed by GSA. Field office construction work, funded or unfunded, that has not commenced will be returned to CIA. Any construction work in progress will be completed. y

(7) CIA shall provide the Arlington District Manager with as-built drawings showing all changes costing \$10,000, or more made to the plant complex as a result of work accomplished by CIA and any changes that affect plant operation and maintenance. X

c. Operation and Maintenance:

(1) GSA will furnish CIA with a Preventive Maintenance (P M) program, consistent with current GSA operations elsewhere in the region, that must be followed as a minimum. X

(2) CIA shall be financially responsible for any damage to the buildings or their systems caused by a lack of PM or improper maintenance, repairs, or operation attributable to CIA. † X x

(3) GSA may inspect the plant complex, including all systems. At a minimum, GSA will inspect PM accomplishment on a quarterly basis. CIA will correct any deficiencies brought to its attention as a result of these inspections, excluding those documented under subparagraph 3b (4). X

- (4) CIA shall conduct a water treatment program approved by GSA, including, but not limited to, boiler feed water, water in boilers, wet layup of boilers, cooling tower water, and chilled water. CIA shall submit monthly samples from operating systems to the HOTA Laboratory.

d. Utilities:

- (1) CIA will send copies of all electric, gas, and oil bills to GSA within 10 days of receipt.
- (2) CIA shall participate in demand and load shedding initiatives with local utilities as GSA may direct in the interest of cost effective operations.
- (3) GSA shall retain responsibility for the maintenance, repair, replacement and disposal of all electrical transformers containing Polychlorinated Biphenyls (PCBs).

e. Cleaning and Landscape Maintenance:

No limitations.

f. Protection:

GSA will continue to provide protection service on a reimbursable basis at the current level (one 24, 7 days per week post).

g. Contracts:

- (1) Prior to the effective date of this agreement, CIA shall designate, in writing, all Contracting Officers who shall be responsible for any existing contracts transferred to CIA as identified in Appendix A to this document. These designated individuals shall be known as successor Contracting Officers and shall be identified by the GSA Contracting Officer in writing to the Contractor.

(2) If CIA chooses to terminate any of these contracts for any reason after the effective date of this agreement, CIA shall bear any and all costs of termination, both direct and indirect. Responsibility for these costs shall not be affected by any errors, omissions, defects, or negligence in Contractor's performance prior to the effective date of this agreement.

(3) Consistent with GSA operating procedures, CIA will continue to use GSA District-Wide contracts for such services as landscaping, trash removal, etc., until the current contracts expire as listed in Appendix A. In addition, CIA will have access to GSA Area-Wide Contracts for the same period, provide individual orders citing CIA funds are issued and Contractors bill directly to CIA.

(4) Any disputes or appeals remaining unresolved at the time of transfer will be resolved by the GSA Contracting Officer who will render a final decision at the earliest practical date.

(5) If GSA cancels this delegation, GSA shall bear any and all costs, both direct and indirect, associated with the termination of any existing CIA contracts, unless mutually agreed to otherwise by GSA and CIA.

4. Resources to be Transferred:

With the approval of the Director, OMB, as indicated below, and as required by Section 205(f) of the Federal Property and Administrative Services Act of 1949, this agreement further provides for the transfer of records, property, and allocated funds in order that the Director of the Central Intelligence Agency may carry out such functions as he is authorized and directed to perform under this delegation agreement. Appendix A to this document contains the terms of such transfer and a complete schedule of records and property.

5. Adjustment to the Standard Level User Charge (SLUC):

GSA will make available a level of funding for use by CIA to administer plant complex with the amount that GSA would have allocated if the plant complex remained under GSA jurisdiction. Specifically, GSA agrees to deduct the Headquarter Facility SLUC bill by \$_____ for FY 1984. The amount for subsequent years will be the same % of the annual SLUC bill. The first full fiscal year of the 5-year term will be prorated based on the effective date of the agreement.

During the first year, CIA and GSA staff will meet every three months, or as necessary, to review expenditures to date. At the end of the third quarter of each fiscal year GSA and CIA will agree on a method of determining future year funding unless adequate methods are already provide for under the terms of this agreement.

Agency In the event that the adjustment to the ~~Department's~~ *Agency* SLUC billing does not allow sufficient funding to pay for the cost of services performed under this delegation, the ~~Department~~ *Agency* would not be prohibited from providing the additional funding required. However, this will be subject to any limitations contained in applicable CIA appropriation acts.

6. Disputes:

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the GSA Regional Administrator, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to CIA. The decision of the Regional Administrator shall be final and conclusive unless, within 30 days from the date of receipt of such copy, CIA mails or otherwise furnishes to the Regional Administrator a written appeal addressed to the Administrator of GSA. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this clause, CIA shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, CIA shall proceed diligently with the performance of the agreement and in accordance with the Regional Administrator's decision.

7. Evaluation:

In keeping with the intent of Congress, in enacting the Federal Property and Administrative Services Act of 1949, to provide for the Government an economical and efficient system for the furnishing of such services and performance of such functions as are delegated by the Administrator under this agreement, CIA shall be required to maintain such records and documents as the Administrator may determine necessary to ensure the efficiency and effectiveness of the Department's performance of delegated functions. The Administrator shall evaluate such records and documents annually or more frequently as he may determine appropriate. The term of any or all delegated functions may be terminated unilaterally by the Administrator under paragraph 8 of this agreement, if the Administrator determines that CIA performance of delegated functions is either inefficient and/or ineffective.

8. Term of Delegation:

This delegation shall be effective October 1, 1983, but no sooner than four months after approval by OMB, and remain in effect for a period not to exceed five years and may be cancelled upon 120 days notice by the Administrator or the Director of CIA.

DELEGATED FROM:

GERALD P. CARMEN
Administrator
General Services Administration

DATE _____

DELEGATED TO:

J.
WILLIAM CASEY
Director
Central Intelligence Agency

DATE _____

APPROVAL AS TO
TRANSFER OF
RESOURCES

DAVID A. STOCKMAN
Director
Office of Management and Budget

DATE _____